

FILED

SEP 13 1994

KANSAS STATE BOARD OF HEALING ARTS

BEFORE THE BOARD OF HEALING ARTS
OF THE STATE OF KANSAS

In the Matter of)
)
DALE L. WILLIAMS, M.D.)
Applicant for Endorsement)
_____)

Case No. 94-00245

STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER

COMES NOW the Kansas State Board of Healing Arts ("Board") and Dale L. Williams, M.D. ("Applicant") and stipulate and agree as follows:

1. The Board is the sole and exclusive administrative agency in the State of Kansas statutorily authorized to regulate the practice of the healing arts to include the practice of medicine and surgery pursuant to K.S.A. 65-2801 et seq.; K.S.A. 65-2869.
2. Applicant has made application to the Board for licensure by endorsement to practice medicine and surgery in the State of Kansas.
3. As part of Applicant's application for endorsement received in the Board office on February 24, 1994, it was indicated Applicant's license to practice medicine had been limited in the State of Michigan. Further, Applicant has had privileges suspended or revoked by two medical care facilities located in the State of Michigan.
4. There may be probable cause to believe grounds may exist to deny Applicant's application for licensure. Specifically, Applicant has had a license to practice the healing arts limited by the State of Michigan pursuant to K.S.A. 65-2836(j), and Applicant has had privileges



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suspended or revoked by two medical care facilities pursuant to K.S.A. 65-2836(s).

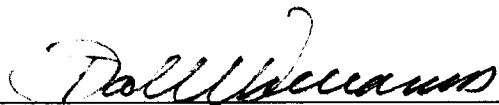
5. Applicant has applied for and paid the fee to receive a temporary permit to practice medicine and surgery in the State of Kansas under K.S.A. 65-2811(a)(1) until a permanent license is issued or denied by the Board and Applicant is desirous of immediately commencing the practice of medicine and surgery in this state.

6. Under the provisions of K.S.A. 65-2838(b) the Board has the authority to enter into this Stipulation and Agreement and Enforcement Order ("Stipulation") in lieu of denying Applicant's application for reinstatement.

7. Upon Applicant's execution of this Stipulation, Applicant will be issued a temporary permit from September 1 through December 15, 1994 under the provisions of K.S.A. 65-2811(a)(1) to practice medicine and surgery in the State of Kansas pending final action by the Board on his application for licensure by endorsement.

8. Upon issuance of a temporary permit to Applicant under the terms of this Stipulation, Applicant voluntarily stipulates and agrees he will not provide direct patient care services to any person in the State of Kansas. Applicant agrees such temporary permit shall be limited to performing administrative functions, including peer review, disability determinations, utilization review and expert opinion.

9. This agreement has been entered into with the intention to enable Applicant to immediately commence the practice of medicine and surgery in this State and Applicant has agreed to voluntarily limit his practice in this State to enable the Board to issue a temporary permit pursuant to the terms of this agreement rather than withhold issuance of a temporary



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permit until Applicant is able to appear before the Board on December 15, 1994.

10. Applicant agrees this Stipulation and the filing of this document are in accordance with the requirements of law, that the Board has jurisdiction to consider this Stipulation and that the Board is lawfully constituted to consider this matter. Applicant further agrees the Kansas Healing Arts Act, K.S.A. 65-2801 et seq., as set forth by statute and as recited in this Stipulation, is constitutional on its face and as applied in this case.

11. Nothing in this agreement shall be construed to deny the Board jurisdiction to investigate alleged violations of the Healing Arts Act or to investigate complaints received under the Kansas Risk Management Law, K.S.A. 65-4921 et seq., whether unknown or not covered under the conditions of this Stipulation, or past acts unknown to the Board or subsequent acts.

12. This Stipulation constitutes the entire agreement between the parties and may only be modified or amended by a subsequent document executed in the same manner by the parties.

13. Applicant releases the Board, its employees and agents, from all claims and demands of every kind and nature Applicant claims to have had at the time of this release or might have had, either known or unknown, suspected or unsuspected. Applicant shall not commence to prosecute, cause or permit to be prosecuted any action or proceeding of any description against the Board, its employees or agents, arising out of acts leading to the execution of this Stipulation or the contents of this Stipulation.

14. By execution of this agreement, Applicant is not waiving any rights to a hearing or appeal which he may have at such time as the Board acts upon Applicant's application for licensure by endorsement. It is mutually agreed that all such proceedings will be conducted in



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accordance with the Kansas Administrative Procedure Act, K.S.A. 1993 Supp. 77-501 et seq. This Stipulation and the promises and obligations contained herein shall remain in effect until December 15, 1994, at which time the Board will act to either issue or deny to Applicant a permanent license to practice medicine and surgery in the State of Kansas.

15. It is acknowledged that this document will, upon execution by both parties, become a public record. However, Applicant's voluntary limitation of his temporary permit to practice medicine and surgery in the State of Kansas and the limitation imposed by this agreement shall not constitute a disciplinary action and shall not be reportable as such to any reporting entity.

16. This Stipulation is entered into freely and voluntarily, and Applicant agrees he has read and understands this Stipulation.

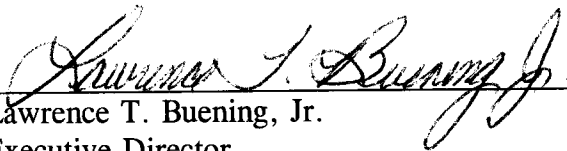
IN WITNESS WHEREOF the parties have executed this agreement on the date indicated below their signatures, it being specifically and expressly understood that this Stipulation will be a unilateral contract binding upon Applicant at such time as it has been executed by him.



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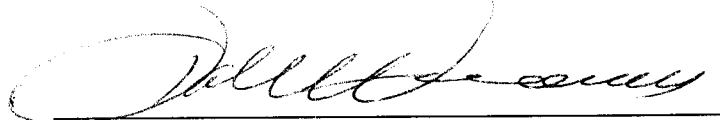
KANSAS STATE BOARD OF HEALING ARTS



Lawrence T. Buening, Jr.
Executive Director

9-6-94

Date

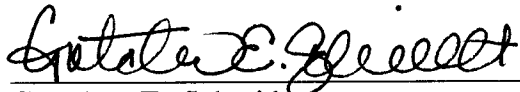


Dale L. Williams, M.D.
Applicant

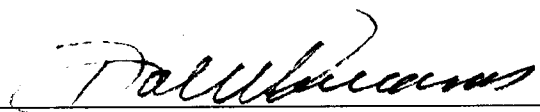
9-6-94

Date

Prepared and Approved by:



Gretchen E. Schmidt
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068



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CERTIFICATE OF SERVICE

I, Lawrence T. Buening, Jr., Executive Director, certify that on this 13th day of September, 1994, a true and correct copy of the above **STIPULATION AND AGREEMENT AND ENFORCEMENT ORDER** was deposited in the United States mail, first class, postage prepaid, addressed to the following:

Dale L. Williams, M.D.
3711 Norton Hills Road
Muskegon, Michigan 49441

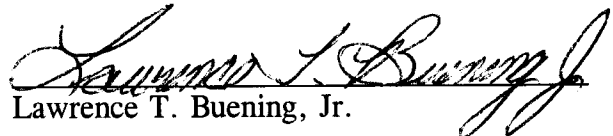
and copies were hand-delivered to:

Gretchen E. Schmidt
Associate Counsel
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068

Charlene K. Abbott
Licensing Administrator
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068

and the original was hand-delivered to:

Office of the Executive Director
Kansas State Board of Healing Arts
235 S. Topeka Blvd.
Topeka, Kansas 66603-3068


Lawrence T. Buening, Jr.


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